STATE OF TENNESSEE 22nd JUDICIAL DISTRICT CIRCUIT COURT	SUMMONS	CASE FILE NUMBER CC-2159-08

PLAINTIFF	DEFENDANT
Ellen Willson	Aetna Life Insurance Company

FILED FOR RECORD
2008 APR 23 AM 11 24
LAWRENCEBURG TN 38464

TO: (NAME AND ADDRESS OF DEFENDANT)

SERVE UPON: Tennessee Commissioner of Insurance:
500 James Robertson Parkway
Nashville, TN 37247

FOR:

Aetna Life Insurance Company
P.O. Box 14553
Lexington, KY 40512-4553

List each defendant on a separate summons.

YOU ARE HEREBY SUMMONED AND REQUIRED TO SERVE UPON CHARLES M. DUKE, PLAINTIFF'S ATTORNEY, WHOSE ADDRESS IS 2908 POSTON AVENUE, NASHVILLE, TENNESSEE 37203, AN ANSWER TO THE COMPLAINT HEREWITH SERVED UPON YOU WITHIN THIRTY (30) DAYS AFTER SERVICE OF THIS SUMMONS AND COMPLAINT UPON YOU, EXCLUSIVE OF THE DAY OF SERVICE. A COPY OF THE ANSWER MUST BE FILED WITH THE COURT EITHER BEFORE OR WITHIN A REASONABLE TIME AFTER SERVICE. IF YOU FAIL TO DO SO, JUDGMENT BY DEFAULT CAN BE TAKEN AGAINST YOU FOR THE RELIEF DEMANDED IN THE COMPLAINT.

Attorney for plaintiff: (Name, address & telephone number)	FILED, ISSUED & ATTESTED 4-23-08
Charles M. Duke Taylor, Pigue, Marchetti & Mink 2908 Poston Avenue Nashville, Tennessee 37203 (615) 320-3225	DEBBIE RIDDLE, Circuit Court Clerk By: Sandy Newton Deputy Clerk 240 W. Gaines St., NBU #12 Lawrenceburg, TN 38464

NOTICE OF DISPOSITION DATE

The disposition date of this case is twelve months from date of filing. The case must be resolved or set for trial by this date or it will be dismissed by the Court for failure to prosecute pursuant to T.R.C.P. 41.02 and Local Rule 18.

If you think the case will require more than one year to resolve or set for trial, you must send a letter to the Circuit Court at the earliest practicable date asking for an extension of the Disposition date and stating your reasons. Extensions will be granted only when exceptional Circumstances exist.

TO THE SHERIFF:	DATE RECEIVED
	Sheriff

***Submit one original plus one copy for each defendant to be served.

EXHIBIT 1

STATE OF TENNESSEE
DEPARTMENT OF COMMERCE AND INSURANCE
500 JAMES ROBERTSON PARKWAY
NASHVILLE, TN 37243-1131

May 02, 2008

Aetna Life Insurance Company
800 S Gay Street, Ste 2021, % C T Corp
Knoxville, TN 37929-9710
NAIC # 60054

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
7007 2680 0001 2097 9329
Cashier # 2912

Re: Ellen Willson V. Aetna Life Insurance Company

Docket # Cc-2159-08

To Whom It May Concern:

We are enclosing herewith a document that has been served on this department on your behalf in connection with the above-styled matter

I hereby make oath that the attached Breach Of Contract Complaint was served on me on May 01, 2008 by Ellen Willson pursuant to Tenn. Code Ann. § 56-2-504 or § 56-2-506. A copy of this document is being sent to the Circuit Court of Lawrence County, TN

Brenda C. Meade
Designated Agent
Service of Process

Enclosures

cc: Circuit Court Clerk
Lawrence County
240 West Gains, Nbu 12
Lawrenceburg, Tn 38464

Service of Process 615.532.5260

IN THE CIRCUIT FOR LAWRENCE COUNTY TENNESSEE
AT LAWRENCEBURG

ELLEN M. WILLSON,

Plaintiff,

v.

AETNA LIFE INSURANCE COMPANY,

Defendant.

No.: CC-2159-08

FILED FOR RECORD
2008 APR 23 AM 11 24
LAWRENCE COUNTY CIRCUIT COURT
LAWRENCEBURG, TN 38464

COMPLAINT

Comes now the plaintiff, Ellen Willson, and for her cause of action against the defendant, Aetna Life Insurance Company, would state and show unto the Court as follows:

1. Ellen Willson is a citizen and resident of Ethridge, Lawrence County, Tennessee. For a number of years, Ms. Willson was a practicing Psychologist and, most recently, was employed by Corrections Corporations of America in Wayne County, Tennessee. Through her employment with Corrections Corporations of America, Ms. Willson was covered under a policy for long-term disability issued by Aetna Life Insurance Company, Group Control Number 811709.

2. Aetna Life Insurance Company is an insurance company which writes disability policies in the State of Tennessee, and other states. Aetna Life Insurance Company is located at 131 Farmington Avenue, Hartford Connecticut 06156. For the purposes of service of process, Aetna Life Insurance Company (hereinafter "Aetna") can be served through the Commissioner of Commerce and Insurance for the State of Tennessee, 500 James Robertson Parkway, Nashville Tennessee, 37243-0565.

3. Plaintiff avers that, when she became employed with Corrections Corporations of America as a practicing Psychologist, she purchased a long-term disability policy issued by defendant, Aetna, under Group Control Number 811709. Plaintiff purchased this policy in order to insure that, if she became disabled for any reason and unable to practice psychology in the future, so as to maintain her employment with Corrections Corporation of America, she would be provided income security, if she suffered from a physical and/or mental impairment which precluded her from substantially and materially performing her job

4. Plaintiff avers that, after purchasing the long-term disability policy from the defendant, Aetna, and while employed with Corrections Corporation of America, she has developed health conditions which impair and destroy her ability to substantially and materially perform the duties of he occupation, and which materially and substantially destroy her ability to perform the abilities necessary to practice psychology.

5. Plaintiff avers that, upon suffering said physical and/or mental impairments, as stated above, she appropriately submitted a claim seeking to recover insurance benefits from the defendant, Aetna, for which she had been contracting for, and for which she had paid.

6. Plaintiff avers that, upon filing the claim for long-term disability benefits, she was required to submit proof of her loss, medical records, and other materials, which the defendant deemed necessary to determine the compensability of her claim Plaintiff further avers that these requirements were complied with, and that she cooperated with the defendant in all ways possible, as requested.

7. Plaintiff avers that, notwithstanding her cooperation with the defendant and, further, notwithstanding the contractual obligations of the defendant under the long-term disability claim, said defendant chose to deny her claim, for long-term disability benefits due and

owing to her because of this claim stating that the conditions claimed, which caused plaintiffs disability were "pre-existing conditions" for which coverage is not afforded. Plaintiff avers that the physical and/or mental conditions, from which she suffers are in no way "pre-existing" conditions and that benefits should be paid

8. Plaintiff avers that, for many months, the defendant requested additional information, and advised that the denial could be reviewed Plaintiff avers that she, in fact, requested a review as instructed by the defendant, but no further communication has been received from the defendant regarding any review.

9. Plaintiff avers that, despite her request for a review of the denial of her claim for long-term disability benefits, no further actions have been taken by the defendant in response to the same. As a result, plaintiff has been denied the benefits due and payable to her under the long-term disability policy issued by the defendant, and for which she paid

10. Plaintiff avers that the acts of the defendant in denying her claim reflect a calculated and concerted effort to defeat her claim and to avoid payment of monies properly payable to her

COUNT I. BREACH OF CONTRACT

11. Plaintiff herein adopts by reference paragraphs 1 through 10 as stated above, and the same shall have the same force and effect as if stated herein verbatim.

12. Plaintiff avers that the long-term disability policy purchased by her is a contract entered into by and between the plaintiff and the defendant, providing for economic assurances should the plaintiff be rendered disabled to such a degree that she is substantially and materially unable to perform the duties of her occupation.

13. Plaintiff avers that she has sustained injuries, and suffers from injuries and medical maladies, which substantially and materially preclude her from performing the duties mandated by her occupation, and that she is under the care of several physicians for these problems

14. Plaintiff avers that she has filed her proof of claim for insurance benefits, and has assisted that defendant in everyway possible to obtain all of the necessary information in order to allow the defendant to evaluate this claim and approve the same, providing her with the disability benefits for which she has paid

15. Plaintiff avers that the defendant has engaged in tactics calculated to extend the investigation periods unduly in an effort to find a reason to deny her claim. The defendant has refused to pay benefits properly payable under this contract and has, thus, breached the insurance contract.

16 As a result of the defendant's wrongful acts, plaintiff has been economically deprived of the benefits properly payable to her from the insurance policy, which she purchased, and the defendant is liable to the plaintiff for the same.

COUNT II. FRAUD

17 The plaintiff herein adopts paragraphs 1 through 16 stated above, and the same shall have the same force and effect as if stated herein verbatim.

18. Plaintiff avers that the disability policy for which she has paid premiums for a number of years was represented to her to be a product which would provide economic security for Ms. Willson should she suffer from a condition which would preclude her from substantially engaging in the material duties of her profession Plaintiff purchased said policy from Aetna

based upon its representation of its qualities and its warranties. Plaintiff avers that she filed her claim for insurance benefits in good faith, in an effort to secure the benefits for which she was contracted.

19. Plaintiff avers that the actions of the defendant in denying her claim for long-term disability benefits, and for failing to properly review the claim when a request was submitted, were a calculated and concerted effort to gain an economic advantage while placing the plaintiff at an economic disadvantage, and such constitutes fraud.

20. Plaintiff avers that the actions set forth above, constitute a violation of T.C.A. §56-8-104 Unfair Competition or Deceptive Acts or Practices, and such violations are a badge of fraud as to the defendant.

21. Plaintiff avers that such fraud has caused plaintiff to suffer damages including, but not limited to, economic damages equal to full long-term disability benefits from October 13, 2006 until the date of the filing of this Complaint. In addition, plaintiff avers that said damages shall continue thereafter until this litigation is resolved.

COUNT III. CONSUMER PROTECTION ACT

22. Plaintiff herein adopts by reference, paragraphs 1 through 21 as stated above, and the same shall have the same force and effect as if stated herein verbatim.

23. Plaintiff avers that the actions of the defendant, as set forth above, constitute an unfair act or practice pursuant to T.C.A. §47-8-104 and are, thus, a violation of the Tennessee Consumer Protection Act, codified at T.C.A. §47-18-101 et seq.

24. Plaintiff avers that, by violating the Tennessee Consumer Protection Act, she has suffered economic injury and damages, and is entitled to treble damages pursuant to the Tennessee Consumer Protection Act against the defendant.

WHEREFORE AND FOR ALL OF WHICH, the plaintiff, Ellen Willson, sues the defendant, Aetna Life Insurance Company, and would pray as follows:

1. That proper process issue and be served upon said defendant, requiring it to respond to this Complaint in a timely fashion.

2. That the defendant be ordered to specifically perform under the long-term disability policy issued to the plaintiff under Group Control Number 811709, and to pay Ms. Willson all monies due and owing thereunder.

3. That the Court determine the damages sustained by plaintiff as a result of the wrongful acts of the defendant, and that defendant be required to pay treble damages as a result of its violation of the Tennessee Consumer Protection Act.

4. For all prejudgment interest.

5. For all Court costs and discretionary costs.

6. For such general relief to which the plaintiff may be entitled.

Respectfully submitted:

TAYLOR, PIGUE, MARCHETTI & MINK

Thomas F. Mink, II, BPR #6067
Charles M. Duke, BPR # 23607
2908 Poston Avenue
Nashville, Tennessee 37203
615-320-3225
615-320-3244

COST BOND

We are surety for all Court costs in this matter.

STATE OF TENNESSEE
DEPARTMENT OF COMMERCE AND INSUR.
500 JAMES ROBERTSON PARKWAY
NASHVILLE, TENNESSEE 37243

7007 2680 0001 2097 9329

FIRST CLASS

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AETNA LIFE INSURANCE COMPANY
800 S. GAY STREET, STE 2021, % C T CORP.
KNOXVILLE, TN 37929-9710
7007 2680 0001 2097 9329

Summary of Coverage

Employer: Corrections Corporation of America

Group Policy: GP-811709

SOC: 3B

Issue Date: May 13, 2005

Effective Date: April 1, 2005

The following applies to Residents of Florida:
The Managed Disability Benefits payable under this Plan on a weekly basis are not regulated by the Florida Department of Insurance. No guaranty fund exists to cover claims a bankrupt or otherwise insolvent sponsor of this Plan cannot pay.

The following applies to Residents of New Jersey:
The group policy and the Booklet-Certificate are subject to the laws of the State of New Jersey.

The following applies to Residents of Ohio:
ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE OR SHE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

The following applies to Residents of Oklahoma:
ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD OR DECEIVE ANY INSURANCE COMPANY FILES A STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.

The benefits shown in this Summary of Coverage are available for you.

Eligibility

Employees

You are in an Eligible Class if you are a regular full-time non-exempt employee of an Employer participating in this Plan.

In addition, to be in an Eligible Class you must be:

- scheduled to work on a regular basis at least 30 hours per week during your Employer's work week; and
- working within the United States

EXHIBIT
tabbies 2

Your Eligibility Date is the first day of the calendar month coinciding with or next following the date you complete a probationary period of 120 days of continuous service for your Employer, but not before the later of the Effective Date of this Plan and the date you enter the Eligible Class.

Enrollment Procedure

You will be required to enroll in a manner determined by Aetna and your Employer. This will allow your Employer to deduct your contributions from your pay. Be sure to enroll within 31 days of your Eligibility Date.

The Disability coverage is fully contributory. You must pay the required contributions in full. Your contributions toward the cost of this coverage will be deducted from your pay and are subject to change.

Effective Date of Coverage

Employees

Your coverage will take effect on the later to occur of:

- your Eligibility Date; and
- the date your enrollment is received.

If you did not request to be enrolled by your Employer within 31 days of the date you are first eligible for group long term disability coverage sponsored by your Employer, coverage will not take effect until you submit evidence of good health that is both acceptable to Aetna and consistent with your Employer's enrollment guidelines.

Active Work Rule: If you happen to be ill or injured and away from work on the date your coverage would take effect, the coverage will not take effect until the date you return to work full-time.

You will be considered to be active at work on any of your Employer's scheduled work days if, on that day, you are performing the regular duties of your job on a full time basis. In addition, you will be considered to be active at work on the following days:

- Any day which is not one of your Employer's scheduled work days if you were active at work on the preceding scheduled work day.
- A normal vacation day

This rule also applies to an increase in your coverage.

Disability Coverage

Long Term Disability Benefits

Employees

Elimination Period: The first two months of a period of disability.

Scheduled Monthly LTD Benefit	• 50% of your monthly predisability earnings for the first 24 month of own occupation; then • 60% of your monthly predisability earnings after the test change for any occupation
Maximum Monthly Benefit Under this Plan (together with all other income benefits)	$ 10,000
Minimum Monthly Benefit	The greater of: (a) $ 100; and (b) 10% of your Scheduled Monthly LTD Benefit or, if less, 10% of the Maximum Monthly Benefit

Benefits Actually Payable

Any monthly benefit actually payable will be reduced by "other income benefits." In figuring any monthly benefit, other income benefits do not include income from any employer or income from any occupation for compensation or profit. If you work while disabled, any monthly benefit payable is adjusted as described in the following section.

Benefit Adjustment While Disabled and Working

If, while monthly benefits are payable, you have income from:

- any employer; or
- any occupation for compensation or profit;

which is more than 20% of your adjusted predisability earnings; the monthly benefit will be adjusted as follows:

During the first 12 months that you have such income, the monthly benefit will be reduced only to the extent the sum of the amount of that income and the monthly benefit payable, without any reduction for other income benefits, exceeds 100% of your adjusted predisability earnings.

Thereafter, the monthly benefit will be the product of the following:

(A divided by B) x C where:

A = Your adjusted predisability earnings minus such income.
B = Your adjusted predisability earnings
C = The monthly benefit payable.

Income means income you receive, while disabled and working, from your Employer and from any other employer. However, any income received from another employer will be considered income only to the extent that it exceeds the amount of income you were receiving from such employer immediately before the date a period of disability started.

Maximum Benefit Duration*

- If your period of disability starts prior to the date you reach age 60, it will end with the calendar month in which you reach age 65.
- If your period of disability starts on or after the date you reach age 60, it will end with the expiration of the number of months of disability, after the elimination period is met, as figured from the following Schedule:

Maximum Benefit Duration Schedule

Age When Period of Disability Starts	Months of Disability
60 but less than 61	60 months
61 but less than 62	48 months
62 but less than 63	42 months
63 but less than 64	36 months
64 but less than 65	30 months
65 but less than 66	24 months
66 but less than 67	21 months
67 but less than 68	18 months
68 but less than 69	15 months
69 and over	12 months

* Unless your period of disability ends earlier for one or more of the reasons stated in your Booklet-Certificate

Pregnancy Coverage

Benefits are payable on the same basis as for a disease if a female employee, while covered under this Plan, is absent from active work because of a disabling pregnancy-related condition. A physician's certification that the employee is disabled because of the condition will be necessary. Further, Aetna may request any additional evidence it believes is necessary before deciding that benefits are payable.

If, during the 3 months before coverage took effect, services are rendered or supplies are received in connection with a pregnancy or a pregnancy is confirmed, the pregnancy is a pre-existing condition whether or not the pregnancy commenced during that 3 month period.

General

This Summary of Coverage replaces any Summary of Coverage previously in effect under the group contract. Requests for amounts of coverage other than those to which you are entitled in accordance with this Summary of Coverage cannot be accepted.

The insurance described in this Booklet-Certificate will be provided under Aetna Life Insurance Company policy form GR-29.

KEEP THIS SUMMARY OF COVERAGE WITH YOUR BOOKLET-CERTIFICATE

Additional Information Provided by Aetna Life Insurance Company

Inquiry Procedure
The following applies to Residents of California:

The plan of benefits described in the Booklet-Certificate is underwritten by:

Aetna Life Insurance Company (Aetna)
151 Farmington Avenue
Hartford, Connecticut 06156

Telephone: (860) 273-0123

If you have questions about benefits or coverage under this plan, call Aetna at the number shown above.

If you have a problem that you have been unable to resolve to your satisfaction after contacting Aetna, you should contact the Consumer Service Division of the Department of Insurance at:

300 South Spring Street
Los Angeles, CA 90013

Telephone: 1-800-927-4357 or 213-897-8921

You should contact the Bureau only after contacting Aetna at the numbers or address shown above

Additional Information Provided by Corrections Corporation of America

The following information is provided to you in accordance with the Employee Retirement Income Security Act of 1974 (ERISA). It is not a part of your booklet-certificate. Your Plan Administrator has determined that this information together with the information contained in your booklet-certificate is the Summary Plan Description required by ERISA.

In furnishing this information, Aetna is acting on behalf of your Plan Administrator who remains responsible for complying with the ERISA reporting rules and regulations on a timely and accurate basis.

Employer Identification Number:
62-1806755

Plan Number:
505

Type of Plan:
Welfare

Type of Administration:
Group Insurance Policy with:

Aetna Life Insurance Company
151 Farmington Avenue
Hartford, CT 06156

Plan Administrator:
Director, Employee Benefits
Corrections Corporation of America
10 Burton Hills Boulevard
Nashville, TN 37215

Agent For Service of Legal Process:
VP of Legal Affairs
Corrections Corporation of America
10 Burton Hills Boulevard
Nashville, TN 37215

End of Plan Year:
March 31

Source of Contributions:
Employer

Procedure for Amending the Plan:
The Employer may amend the Plan from time to time by a written instrument signed by VP of Human Resources.

Claim Procedures

Your booklet-certificate contains information on reporting claims. Claim forms may be obtained at your place of employment. These forms tell you how and when to file a claim

Note: If applicable state law requires the Plan to take action on a claim or appeal within a shorter timeframe, the shorter period will apply.

Filing Disability Claims under the Plan

You may file claims for Plan benefits, and appeal adverse claim decisions, either yourself or through an authorized representative.

An "authorized representative" means a person you authorize, in writing, to act on your behalf. The Plan will also recognize a court order giving a person authority to submit claims on your behalf.

You will be notified of an adverse benefit determination not later than 45 days after receipt of the claim. This time period may be extended up to an additional 30 days due to circumstances outside the Plan's control. In that case, you will be notified of the extension before the end of the initial 45 day period. If a decision cannot be made within this 30 day extension period due to circumstances outside the Plan's control, the time period may be extended up to an additional 30 days, in which case you will be notified before the end of the first 30 day extension period. The notice of extension will explain the standards on which entitlement to a benefit are based, the unresolved issues that prevent a decision, and the additional information needed to resolve those issues. You will be given at least 45 days after receiving the notice to furnish that information

Filing of an Appeal of an Adverse Benefit Determination for a Disability Claim

You will have 180 days following receipt of an adverse benefit decision to appeal the decision. You will ordinarily be notified of the decision not later than 45 days after the appeal is received. If special circumstances require an extension of time of up to an additional 45 days, you will be notified of such extension during the 45 days following receipt of your request. The notice will indicate the special circumstances requiring an extension and the date by which a decision is expected

You may submit written comments, documents, records, and other information relating to your claim, whether or not the comments, documents, records, or information were submitted in connection with the initial claim. You may also request that the Plan provide you, free of charge, copies of all documents, records, and other information relevant to the claim

ERISA Rights

As a participant in the group insurance plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974. ERISA provides that all plan participants shall be entitled to:

Receive Information about Your Plan and Benefits

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts, collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) that is filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and an updated Summary Plan Description. The Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in your interest and that of other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay up to $ 110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court.

If it should happen that plan fiduciaries misuse the Plan's money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator.

If you have any questions about this statement or about your rights under ERISA, you should contact:

- the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory; or
- the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington D.C. 20210.

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

GR-9

Table of Contents

Your Group Coverage Plan

This Plan is underwritten by the Aetna Life Insurance Company, of Hartford, Connecticut (called Aetna). The benefits and main points of the group contract for persons covered under this Plan are set forth in this Booklet. They are effective only while you are covered under the group contract.

If you become covered, this Booklet will become your Certificate of Coverage. It replaces and supersedes all Certificates issued to you by Aetna under the group contract.

Ronald A Williams

President

Group Policy: GP-811709
Cert. Base: 3
Issue Date: May 13, 2005
Effective Date: April 1, 2005

Long Term Disability Coverage

This Plan will pay a Monthly Benefit for a period of disability caused by a disease or injury. There is an elimination period (This is the length of time during a period of disability that must pass before benefits start.)

Test of Disability

You will be deemed to be disabled on any day if:

- you are not able to perform the **material duties** of your **own occupation** solely because of: disease or **injury**; and
- your work earnings are 80% or less of your **adjusted predisability earnings**

If your **own occupation** requires a professional or occupational license or certification of any kind, you will not be deemed to be disabled solely because of the loss of that license or certification.

Monthly Benefit

The Scheduled Monthly LTD Benefit, the Maximum Monthly Benefit, and the Minimum Monthly Benefit are shown on the Summary of Coverage.

The monthly benefit is an amount based on your monthly predisability earnings. Other income benefits, as defined later, are taken into account.

- If no other income benefits are payable for a given month:

  The monthly benefit payable under this Plan for that month will be the lesser of:

  the Scheduled Monthly LTD Benefit; and

  the Maximum Monthly Benefit.

- If other income benefits are payable for a given month:

  The monthly benefit payable under this Plan for that month will be the lesser of:

  the Scheduled Monthly LTD Benefit; and

  the Maximum Monthly Benefit;

  minus all other income benefits, but not less than the Minimum Monthly Benefit.

When Benefits Are Payable

Monthly benefits will be payable if a period of disability:

- starts while you are covered; and
- continues during and past the elimination period

These benefits are payable after the elimination period ends for as long as the period of disability continues.

A Period of Disability

A period of disability starts on the first day you are disabled as a direct result of a significant change in your physical or mental condition occurring while you are insured under this Plan. You must be under the regular care of a **physician**. (You will not be deemed to be under the regular care of a **physician** more than 31 days before the date he or she has seen and treated you in person for the disease or injury that caused the disability.)

Your period of disability ends on the first to occur of:

- The date Aetna finds you are no longer disabled or the date you fail to furnish proof that you are disabled.
- The date you refuse to be examined by, or cooperate with, an independent **physician** or a licensed or certified health care practitioner, as requested.
- The date you cease to be under the regular care of a **physician**.
- The date an independent medical exam report or functional capacity evaluation fails to confirm your disability.
- The date you reach the end of your Maximum Benefit Duration.
- The date you are not undergoing **effective treatment for alcoholism or drug abuse**, if your disability is caused to any extent by alcoholism or drug abuse.
- The date you refuse to cooperate with or accept:

  changes made to a work site or job process to suit your identified medical limitations; or

  adaptive equipment or devices designed to suit your identified medical limitations;

  which would enable you to perform your **own occupation** and provided that a **physician** agrees that such changes or adaptive equipment suit your medical limitations.
- The date you refuse to receive treatment recommended by your attending **physician** that in Aetna's opinion would: cure; correct; or limit your disability.
- The date your condition would permit you to work, or increase the number of hours you work, or the number or type of duties you perform in your **own occupation**, but you refuse to do so.
- The date of your death.
- The day after Aetna determines you are able to participate in an **Approved Rehabilitation Program** and you refuse to do so.

A period of disability will end after 24 months if it is determined that the disability is primarily caused by:

- a Mental Health or Psychiatric condition, including physical manifestations of these conditions, but excluding those conditions with demonstrable, structural brain damage; or
- Alcohol and/or Drug Abuse.

There are two exceptions which apply if you are confined as an inpatient in a **hospital or treatment facility** for treatment of that condition at the end of such 24 months.

- If the inpatient confinement lasts less than 30 days, the period of disability will cease when you are no longer confined.
- If the inpatient confinement lasts 30 days or more, the period of disability may continue until 90 days after the date you have not been so continuously confined.

The Separate Periods of Disability section does not apply beyond 24 months to periods of disability which are subject to the above paragraph.

How Separate Periods of Disability Are Treated

Once a period of disability has ended, any new period of disability will be treated separately.

However, 2 or more separate periods of disability due to the same or related causes will be deemed to be one period of disability and only one elimination period will apply if:

the separation occurs during the elimination period and the periods are separated by less than 31 days in a row of work

the separation occurs after the elimination period and the periods are separated by less than 6 months in a row of work.

The first period will not be included if it began while you were not covered under this LTD Plan.

If you become eligible for coverage under any other group long term disability benefits plan carried or sponsored by your Employer, this Separate Periods of Disability section will cease to apply to you.

Other Income Benefits

They are:

- 50% of any award provided under The Jones Act or The Maritime Doctrine of Maintenance, Wages and Cure.
- Disability, retirement, or unemployment benefits required or provided for under any law of a government. Examples are:

  Unemployment compensation benefits.

  Temporary or permanent, partial or total disability benefits under any state or federal workers' compensation law or any other like law, which are meant to compensate the worker for any one or more of the following: loss of past and future wages; impaired earning capacity; lessened ability to compete in the open labor market; any degree of permanent impairment; and any degree of loss of bodily function or capacity

  Automobile no-fault wage replacement benefits to the extent required by law.

  Benefits under the Federal Social Security Act, the Railroad Retirement Act, the Canada Pension Plan, and the Quebec Pension Plan

  Veterans' benefits.

- Statutory disability benefits
- Disability or unemployment benefits under any plan or arrangement of coverage:

  as a result of employment by or association with the Employer; or

  as a result of membership in or association with any group, association, union or other organization.

  This includes both, plans that are insured and those that are not.

- Unreduced retirement benefits for which you are or may become eligible under a group pension plan at the later of:

  age 62, and

  the Plan's Normal Retirement Age,

  but only to the extent that such benefits were paid for by an employer.

- Voluntarily elected retirement benefits received under any group pension plan; but only to the extent that such benefits were paid for by an employer.
- Disability payments which result from the act or omission of any person whose action caused your disability. These payments may be from insurance or other sources.

- Disability benefits under any group mortgage or group credit disability plan

Other income benefits include those, due to your disability or retirement, which are payable to: you; your spouse; your children; your dependents.

Effect of Increases In Other Income Benefits On Monthly Benefits

Increases in the level of other income benefits due to the following will be considered "other income benefits":

- a change in the number of your family members;
- a recomputation or recalculation to correct or adjust your benefit level as first established for the period of disability; or
- a change in the severity of your disability.

There may be cost of living increases in the level of other income benefits received from a governmental source during a period of disability. These increases will not be deemed to be "other income benefits."

There may be cost of living or general increases in the level of other income benefits from a non-governmental source during a period of disability. These increases will not be considered other income benefits to the extent they are based on the annual average increase in the Consumer Price Index.

Other Income Benefits Which Do Not Reduce Monthly Benefits

The amount of any retirement or disability benefits you were receiving from the following sources before the date you become disabled under this LTD Plan will not reduce your monthly benefits:

- military and other government service pensions;
- retirement benefits from a prior employer;
- veterans' benefits for service related disabilities;
- individual disability income policies; and
- Federal Social Security Act.

Also, the amount of any income or other benefits you receive from the following sources will not reduce your monthly benefits:

- profit sharing plans;
- thrift plans;
- 401(k) plans;
- Keogh plans;
- employee stock option plans;
- tax sheltered annuity plans;
- severance pay;
- individual disability income policies; or
- individual retirement accounts (IRAs).

Aetna will determine other income benefits as follows:

Lump Sum and Periodic Payments From Any Other Income Benefits

Any lump sum or periodic other income payments that you receive will be prorated on a monthly basis over the period of time for which the payment was made. If a period of time is not indicated, Aetna will prorate the payments over a reasonable period of time, taking into account the expected length of disability benefits and other relevant factors.

That part of the lump sum or periodic payment that is for disability will be counted, even if it is not specifically apportioned or identified as such. If there is no proof acceptable to Aetna as to what that part reasonably is, 50% will be deemed to be for disability.

Any of these "Other Income Payments" that date back to a prior date may be allocated on a retroactive basis.

Estimated Payments

The amount of other income benefits for which you appear to be eligible will be estimated, unless you have signed and returned a reimbursement agreement to Aetna. This agreement contains your promise to repay Aetna for any overpayment of benefits made to you.

If other income benefits are estimated, your monthly benefit will be adjusted when we receive proof:

- of the exact amount awarded; or
- that benefits have been denied after review at the highest administrative level.

Aetna will pay you if any underpayment in your monthly benefit results. You will have to repay Aetna if any overpayment results. When Aetna has to take legal action against you to recover any overpayment, you will also have to pay Aetna's reasonable attorney's fees and court costs, if Aetna prevails.

Approved Rehabilitation Program

Aetna retains the right to evaluate you for participation in an **Approved Rehabilitation Program**.

If, in Aetna's judgment, you are able to participate, Aetna may, in its sole discretion require you to participate in an **Approved Rehabilitation Program**.

This Plan will pay for all services and supplies, approved in advance by Aetna, needed in connection with such participation; except for those for which you can otherwise receive reimbursement from any third party payor, including any governmental benefits to which you may be entitled.

Exclusions

Long Term Disability Coverage does not cover any disability that:

- is due to intentionally self-inflicted **injury** (while sane or insane).
- results from your commission of, or attempting to commit, a criminal act.
- results from driving an automobile while intoxicated. ("Intoxicated" means: the blood alcohol level of the driver of the automobile meets or exceeds the level at which intoxication would be presumed under state law.)
- is due to war or any act of war (declared or not declared).
- is due to: insurrection; rebellion; or taking part in a riot or civil commotion.

On any day during a period of disability that a person is confined in a penal or correctional institution for conviction of a criminal or other public offense:

- the person will not be deemed to be disabled; and
- no benefits will be payable.

Pre-existing Conditions

No benefit is payable for any disability that is caused by or contributed to by a "pre-existing condition" and starts before the end of the first 12 months following your effective date of coverage.

A disease or **injury** is a pre-existing condition if, during the 3 months before your effective date of coverage:

- it was diagnosed or treated; or
- services were received for the diagnosis or treatment of the disease or **injury**; or
- you took drugs or medicines prescribed or recommended by a **physician** for that condition.

Special Rules As To An Increase in Coverage

The Scheduled Benefit will be determined by the benefit amount in effect immediately before an increase for any disability that is caused by or contributed to by a "pre-existing condition" and starts before the end of the first 12 months following the effective date of an increase in coverage.

A disease or **injury** is a pre-existing condition if, during the 3 months before your effective date of an increase in coverage:

- it was diagnosed or treated; or
- services were received for the diagnosis or treatment of the disease or **injury**; or
- you took drugs or medicines prescribed or recommended by a **physician** for that condition.

No benefit is payable if the disability is excluded by any other terms of this Plan.

General Information About Your Coverage

(including information about Termination of Coverage and the Effect of Prior Coverage)

Termination of Coverage

Coverage under this Plan terminates at the first to occur of:

- When employment ceases.
- When the group contract terminates as to the coverage.
- When you are no longer in an Eligible Class. (This may apply to all or part of your coverage.)
- When you fail to make any required contribution.

Ceasing active work will be deemed to be cessation of employment. If you are not at work due to one of the following, employment may be deemed to continue up to the limits shown below

If you are not at work due to disease or injury, your employment may be continued until stopped by your Employer, but not beyond 12 months from the start of the absence.

If you are not at work due to temporary lay-off or leave of absence, your employment will be deemed to cease on your last full day of active work before the start of the lay-off or leave of absence

In figuring when employment will stop for the purposes of termination of any coverage, Aetna will rely upon your Employer to notify Aetna. This can be done by telling Aetna or by stopping premium payments. Your employment may be deemed to continue beyond any limits shown above if Aetna and your Employer so agree in writing.

Benefits May Continue After Termination

If your coverage ceases during a period of disability which began while you had coverage, benefits will be available as long as your period of disability continues

Reinstatement of Coverage

If your coverage terminates, you may again become covered in accordance with the terms of this Plan; except that:

- If:

  you return to active work within 6 months of the date coverage terminated; and

  you request coverage from your Employer within 31 days of your return to active work;

  any Limitation as to a pre-existing condition will apply only to the extent it would have applied if your coverage had not terminated. Also, any period of continuous service required before your Eligibility Date will apply only to the extent it would have applied if coverage had not terminated.

- If:

  you return to active work between the 7th and the 24th month following the date coverage terminated; and

  you request coverage from your Employer within 31 days of your return to active work;

  any period of continuous service required before your Eligibility Date will apply only to the extent it would have applied if coverage had not terminated.

How "Prior Coverage" Affects Coverage Under This Plan

If the coverage of any person under this Plan replaces any prior coverage of the person, the following will apply.

"Prior coverage" is any plan of group long term disability coverage that has been replaced by coverage under part or all of this Plan. It must have been sponsored by your Employer who is participating in this Plan. The replacement can be complete or in part for the Eligible Class to which you belong. Any such plan is prior coverage if provided by another group insurance plan.

A person's coverage under this Plan replaces and supersedes any prior coverage. It will be in exchange for everything under such prior coverage except coverage will not be available as to a particular period of disability for which a benefit is available or would be available under the prior coverage in the absence of coverage under this Plan.

As stated earlier, this Plan has a Limitation as to a disability caused by a pre-existing condition.

However, if:

- you had prior coverage on the day before Long Term Disability Coverage took effect; and
- you became covered for this LTD Plan on the date it takes effect;

such Limitation applies only until a continuous period of coverage under the prior coverage and this LTD Plan are equal to the lesser of:

- 12 months; and
- any period of limitation as to a pre-existing condition remaining under the prior coverage.

Where the Limitation no longer applies, the amount of monthly benefit and the maximum period for which benefits will be payable, as to a period of disability caused by such pre-existing condition, will be as provided in this LTD Plan.

In no event will:

- A benefit be payable as to a period of disability caused by a pre-existing condition, if the disability is excluded by any other terms of this LTD Plan.
- A condition be considered to be a pre-existing condition under this LTD Plan if it was not a pre-existing condition under the prior coverage.

Survivor Benefit

If you die while disabled, a single, lump sum benefit will be paid under this provision if:

- there is an Eligible Survivor as defined below; and
- a Monthly Benefit was payable under this Plan.

The benefit amount will be:

- 3 times the Monthly Benefit, not reduced by other income benefits, for which you were eligible in the full month just before the month in which you die.

If you die before you are eligible for one full Monthly Benefit, however, the benefit will be:

- 3 times the Monthly Benefit, not reduced by other income benefits for which you would have been eligible if you had not died, for the first full month after the month in which you die

An Eligible Survivor is:

- Your legally married spouse at the date of your death.
- If there is no such spouse, your biological or legally adopted child who, when you die:

  is not married; and

  is depending mainly on you for support; and

  is under age 25. This age limit will not apply if the child is not capable of self-sustaining employment because of mental or physical handicap which existed prior to age 25.

How the Survivor Benefit Will Be Paid

The benefit will be paid as soon as the necessary written proof of your death and disability status is received.

The benefit will be paid to your eligible surviving spouse, if any. Otherwise, it will be paid in equal shares to your eligible surviving children.

If Monthly Benefit payments are made in amounts greater than the Monthly Benefits that you are entitled to receive, Aetna has the right to first apply the survivor benefit to any such overpayment.

Aetna may pay the benefit to anyone who, in Aetna's opinion, is caring for and supporting the eligible survivor; or, if proper claim is made, Aetna may pay the benefit to an eligible survivor's legally appointed guardian or committee.

Assignment of Insurance

Coverage may be assigned only with the consent of Aetna.

How and When To Report Your Claim

You are required to submit a claim to Aetna by following the procedure chosen by your Employer. If the procedure requires that claim forms be submitted, they may be obtained at your place of employment or from Aetna. Your claim must give proof of the nature and extent of the loss. Aetna may require copies of documents to support your claim, including data about any other income benefits. You must also provide Aetna with authorizations to allow it to investigate your claim and your eligibility for and the amount of other income benefits.

You must furnish such true and correct information as Aetna may reasonably request.

The deadline for filing a claim for benefits is 90 days after the end of the elimination period. If, through no fault of your own, you are not able to meet the deadline for filing a claim, your claim will be accepted if you file as soon as possible; but not later than 1 year after the deadline unless you are legally incapacitated. Otherwise, late claims will not be covered.

How Benefits Will Be Paid

Benefits will be paid to you at the end of each calendar month during the period for which benefits are payable. Benefits for a period less than a month will be prorated. This will be done on the basis of the ratio, to 30 days, of the days of eligibility for benefits during the month.

Any unpaid balance at the end of Aetna's liability will be paid within 30 days of receipt by Aetna of the due written proof.

Aetna may pay up to $ 1,000 of any benefit to any of your relatives whom it believes fairly entitled to it. This can be done if the benefit is payable to you and you are a minor or not able to give a valid release. It can also be done if a benefit is payable to your estate.

Examinations and Evaluations

Aetna will have the right and opportunity to examine and evaluate any person who is the basis of any claim at all reasonable times while that claim is pending or payable. This will be done at Aetna's expense.

Legal Action

No legal action can be brought to recover under any benefit after 5 years from the deadline for filing claims.

Aetna will not try to reduce or deny a benefit payment on the grounds that a condition existed before a person's coverage went into effect, if the loss occurs more than 2 years from the date coverage commenced. This will not apply to conditions excluded from coverage on the date of the loss.

Contract Not a Substitute for Workers' Compensation Insurance

The group contract is not in lieu of and does not affect workers' compensation benefits. However, any workers' compensation benefits are considered other income benefits.

General Provisions

The following additional provisions apply to your coverage.

You cannot receive multiple coverage under this Plan because you are connected with more than one Employer.

In the event of a misstatement of any fact affecting your coverage under this Plan, the true facts will be used to determine the coverage in force.

This document describes the main features of this Plan. Additional provisions are described elsewhere in the group contract. If you have any questions about the terms of this Plan or about the proper payment of benefits, you may obtain more information from your Employer or, if you prefer, from the Home Office of Aetna. Your Employer hopes to continue this Plan indefinitely but, as with all group plans, this Plan may be changed or discontinued with respect to all or any class of employees.

Glossary

The following definitions of certain words and phrases will help you understand the benefits to which the definitions apply Some definitions which apply only to a specific benefit appear in the benefit section. If a definition appears in a benefit section and also appears in the Glossary, the definition in the benefit section will apply in lieu of the definition in the Glossary.

Adjusted Predisability Earnings

This is your predisability earnings plus any increase made on each January 1, starting on the January 1 following 12 months of a period of disability The increase on each such January 1 will be by the percentage increase in the Consumer Price Index, rounded to the nearest tenth; but not by more than 10%

Approved Rehabilitation Program

This is a written program approved by Aetna which provides for services and supplies that are intended to enable you to return to work This program may include, but is not limited to:

- vocational testing;
- vocational training;
- alternative treatment plans such as:
  - support groups;
  - physical therapy;
  - occupational therapy;
  - speech therapy;
- workplace modification to the extent not otherwise provided;
- part time employment; and
- job placement.

A rehabilitation program will cease to be An Approved Rehabilitation Program on the date Aetna withdraws, in writing, its approval of the program.

Consumer Price Index

The CPI-W, Consumer Price Index for Urban Wage Earners and Clerical Workers is published by the United States Department of Labor If the CPI-W is discontinued or changed, Aetna reserves the right to use a comparable index

Effective Treatment of Alcoholism or Drug Abuse

This means a program of alcoholism or drug abuse therapy that is prescribed and supervised by a physician and either:

- has a follow-up therapy program directed by a physician on at least a monthly basis; or
- includes meetings at least twice a month with organizations devoted to the treatment of alcoholism or drug abuse.

These are not effective treatment:

- Detoxification This means solely treating the aftereffects of a specific episode of alcoholism or drug abuse.
- Maintenance care This means primarily providing an environment free of alcohol or drugs.

Hospital
This is an institution that:

- mainly provides, on an inpatient basis, diagnostic and therapeutic facilities for surgical and medical diagnosis, treatment, and care of injured and sick persons; and
- is supervised by a staff of physicians; and
- provides 24 hour a day registered nursing (RN) service; and
- is not mainly a place for rest, for the aged, for drug addicts, for alcoholics, or a nursing home.

An institution which does not provide complete surgical services, but which meets all the other tests listed above, will also be deemed a hospital if:

- it provides services chiefly to patients all of whom have conditions related either by a medical specialty field or a specific disease category; and
- while confined, the patient is under regular therapeutic treatment by a physician for the injury or disease

Injury
An accidental bodily injury

Material Duties
These are duties that:

- are normally required for the performance of your own occupation; and
- cannot be reasonably: omitted or modified However, to be at work in excess of 40 hours per week is not a material duty.

Own Occupation
This is the occupation that you are routinely performing when your period of disability begins Your occupation will be viewed as it is normally performed in the national economy instead of how it is performed:

- for your specific employer; or
- at your location or work site; and

without regard to your specific reporting relationship

Physician
"Physician" means a person who is a legally qualified physician. Also, to the extent required by law, a practitioner who performs a service for which coverage is provided when it is performed by a physician.

Regular care of a physician means you are attended by a physician:

- who is not you or related to you;
- who is practicing within the scope of his or her license;
- who has the medical training and clinical expertise suitable to treat your disabling condition;
- who specializes in psychiatry, if your disability is caused, to any extent, by a mental health or psychiatric condition; and
- whose treatment is:

  consistent with the diagnosis of the disabling condition; and
  according to guidelines established by medical, research and rehabilitative organizations; and
  administered as often as needed.

Predisability Earnings
This is the amount of salary or wages you were receiving from an employer participating in this Plan on the day before a period of disability started, calculated on a monthly basis

It will be figured from the rule below that applies to you.

If you are paid on an annual contract basis, your monthly salary is 1/12th of your annual contract salary

If you are paid on an hourly basis, the calculation of your monthly wages is based on your hourly pay rate multiplied by the number of hours you are regularly scheduled to work per month; but not more than 173 hours per month.

If you do not have regular work hours, the calculation of your monthly salary or wages is based on the average number of hours you worked per month during the last 12 calendar months (or during your period of employment if fewer than 12 months); but not more that 173 hours per month.

Included in salary or wages are:

- Commissions averaged over the last 12 months of actual employment or such shorter period if actual employment was for fewer than 12 months.
- Contributions you make through a salary reduction agreement with your Employer to any of the following:

  An Internal Revenue Code (IRC) Section 125 plan for your fringe benefits.

  An IRC 401(k), 403(b), or 457 deferred compensation arrangement.

  An executive nonqualified deferred compensation agreement.

Not included in salary or wages are:

- Awards and bonuses.
- Overtime pay
- Contributions made by your Employer to any deferred compensation arrangement or pension plan.

A retroactive change in your rate of earnings will not result in a retroactive change in coverage

Reasonable Occupation

This is any gainful activity for which you are; or may reasonably become; fitted by: education; training; or experience; and which results in; or can be expected to result in; an income of more than 60% of your **adjusted predisability earnings**.

Treatment Facility

This is an institution (or distinct part thereof) that is for the treatment of alcoholism or drug abuse and which meets fully every one of the following tests:

- It is primarily engaged in providing on a full-time inpatient basis, a program for diagnosis, evaluation, and treatment of alcoholism or drug abuse.
- It provides all medical detoxification services on the premises, 24 hours a day.
- It provides all normal infirmary-level medical services required during the treatment period, whether or not related to the alcoholism or drug abuse, on a 24 hour daily basis. Also, it provides, or has an agreement with a hospital in the area to provide, any other medical services that may be required during the treatment period.
- On a continuous 24 hour daily basis, it is under the supervision of a staff of physicians, and provides skilled nursing services by licensed nursing personnel under the direction of a full-time registered graduate nurse
- It prepares and maintains a written individual plan of treatment for each patient based on a diagnostic assessment of the patient's medical, psychological and social needs with documentation that the plan is under the supervision of a physician.
- It meets any applicable licensing standards established by the jurisdiction in which it is located.

Confidentiality Notice

Aetna considers personal information to be confidential and has policies and procedures in place to protect it against unlawful use and disclosure. By "personal information," we mean information that relates to a member's physical or mental health or condition, the provision of health care to the member, or payment for the provision of health care or disability or life benefits to the member. Personal information does not include publicly available information or information that is available or reported in a summarized or aggregate fashion but does not identify the member.

When necessary or appropriate for your care or treatment, the operation of our health, disability or life insurance plans, or other related activities, we use personal information internally, share it with our affiliates, and disclose it to health care providers (doctors, dentists, pharmacies, hospitals and other caregivers), payors (health care provider organizations, employers who sponsor self-funded health plans or who share responsibility for the payment of benefits, and others who may be financially responsible for payment for the services or benefits you receive under your plan), other insurers, third party administrators, vendors, consultants, government authorities, and their respective agents. These parties are required to keep personal information confidential as provided by applicable law.

Some of the ways in which personal information is used include claim payment; utilization review and management; coordination of care and benefits; preventive health, early detection, vocational rehabilitation and disease and case management; quality assessment and improvement activities; auditing and anti-fraud activities; performance measurement and outcomes assessment; health, disability and life claims analysis and reporting; health services, disability and life research; data and information systems management; compliance with legal and regulatory requirements; formulary management; litigation proceedings; transfer of policies or contracts to and from other insurers, HMOs and third party administrators; underwriting activities; and due diligence activities in connection with the purchase or sale of some or all of our business. We consider these activities key for the operation of our health, disability and life plans. To the extent permitted by law, we use and disclose personal information as provided above without member consent. However, we recognize that many members do not want to receive unsolicited marketing materials unrelated to their health, disability and life benefits. We do not disclose personal information for these marketing purposes unless the member consents. We also have policies addressing circumstances in which members are unable to give consent.

To obtain a copy of our Notice of Information Practices, which describes in greater detail our practices concerning use and disclosure of personal information, please call 1-866-825-6944 or visit our Internet site at www.aetna.com.

Continuation of Coverage During an Approved Leave of Absence Granted to Comply With Federal Law

This continuation of coverage section applies only for the period of any approved family or medical leave (approved FMLA leave) required by Family and Medical Leave Act of 1993 (FMLA). If your Employer grants you an approved FMLA leave for a period in excess of the period required by FMLA, any continuation of coverage during that excess period will be subject to prior written agreement between Aetna and your Employer.

If your Employer grants you an approved FMLA leave in accordance with FMLA, your Employer may allow you to continue coverage for which you are covered under the group contract on the day before the approved FMLA leave starts.

At the time you request the leave, you must agree to make any contributions required by your Employer to continue coverage. Your Employer must continue to make premium payments.

Coverage will not be continued beyond the first to occur of:

- The date you are required to make any contribution and you fail to do so
- The date your Employer determines your approved FMLA leave is terminated
- The date the coverage involved discontinues as to your eligible class.

If you return to work for your Employer following the date your Employer determines the approved FMLA leave is terminated, your coverage under the group contract will be in force as though you had continued in active employment rather than going on an approved FMLA leave provided you make request for such coverage within 31 days of the date your Employer determines the approved FMLA leave to be terminated. If you do not make such request within 31 days, coverage will again be effective under the group contract only if and when Aetna gives its written consent

Aetna

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CR-47982 (5-03) A-PDD